U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0006; Expires April 30, 2017

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filled with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(b) of the Act. The. Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average. 49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice; Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name and Address of Registrant		2. Registration No.
Portland PR Inc 437 Madison Avenue 4th Floor New York, NY 10022, USA		6064
3. Name of Foreign Principal	4. Principal Address of Foreign Princip	al
The Government of Qatar	Doha, State of Qatar	. Y
 Indicate whether your foreign principal is one of the follow Government of a foreign country ¹ Foreign political party 	wing:	
Foreign or domestic organization: If either, check	one of the following:	
Partnership Corporation	Committee	
	☐ Voluntary group ☐ Other (specify)	•
☐ Individual-State nationality	- One (specify)	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant		· · · · · · · · · · · · · · · · · · ·
Office of H.E. The Prime Minister	٠.,	
b) Name and title of official with whom registrant	dcals	
Saif Ahmed Althani (Head of Communications,	, Government Communications Office)	
7. If the foreign principal is a foreign political party, state: a) Principal address		
b) Name and title of official with whom registrant	deals	
c) Principal aim	•	

FORM NSD-3

Revised 03/14

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

·			and the second s
8. Describe fully the	activities the registrant engages	in or proposes to enga	age in on behalf of the above foreign principal.
services.	engaged by Portland PR Limite	d to provide US-base	ed government communications and media relations
			ommunications issues litating, leading and attending meetings with
Event particWriting – dr	ipation and attendance – attend afting statements, News Release	es, letters, briefings, a	ig in events, receptions, hearings addresses and speeches
 Event mana 	ach – contacting and briefing jo gement – organising editorial b toring – monitoring news acros	oards, seminars, rece	eptions, roundtables and other engagements st, print, online)
			ade, diplomatic and policy issues
			•
			,
9. Will the activities the footnote below		incipal include politi	cal activities as defined in Section 1(o) of the Act and in
	such political activities indicatin neans to be employed to achieve		s, the relations, interests or policies to be influenced
	aising with legislators in both ho to foreign affairs, trade, investm		fficials in Congress and relevant federal departments f Qatar.
This will involve d	lirect communications by letter	and email, as well as	face-to-face meetings.
			,
		EXECUTION	I
information set forth		ion statement and tha	under penalty of perjury that he/she has read the at he/she is familiar with the contents thereof and that sucledge and belief.
Date of Exhibit B	Name and Title		Signature
Sep. 12 2014	TIM ALLAN, PRESIDE	EUT	valla
ny agency or official of the	Government of the United States or any sect	tion of the public within the	son engaging in believes will, or that the person intends to, in any way influe United States with reference to formulating, adopting, or changing the policies, or relations of a government of a foreign country or a foreign politi

Received by NSD/FARA Registration Unit 09/16/2014 5:40:26 AM

U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0004, Expires April 30, 2017

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-amulal report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name of Registrant Portland PR Inc		2. Registration No.	
		6064	
3. Na	ame of Foreign Principal		
Go	vernment of Qatar	•	
	Check App	propriate Box:	
4. 🗵	The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is	
5. 🗀	foreign principal has resulted from an exchange of corresp	and the foreign principal. The agreement with the above-named pondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.	
6. 🗀	The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.		
7. Ďe	Describe fully the nature and method of performance of the above indicated agreement or understanding.		

FORM NSD-4 Revised 03/14

8. If the foreign principal is not a foreign government or a foreign political party: a) State the nature of the business or activity of this foreign principal. b) Is this foreign principal: Supervised by a foreign government, foreign political party, or other foreign principal Ycs □ No □ Owned by a foreign government, foreign political party, or other foreign principal Yes 🗌 No 🔲 Directed by a foreign government, foreign political party, or other foreign principal Yes 🗌 No 🔲 Controlled by a foreign government, foreign political party, or other foreign principal Yes □ No □ Financed by a foreign government, foreign political party, or other foreign principal Yes □ No □ Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes 🗌 No 🖂 9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.) 10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it. EXECUTION In accordance with 28.U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief. Date of Exhibit A Name and Title

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SERVICE AGREEMENT

The agreement is made and entered into with effective date of 1st January 2014 by and between:

Portland PR Inc a Delaware, US Corporation, with Federal Employer Identification no. 26-4628364, represented by its Chief Financial Officer Alexandra Farley duly empowered (hereinafter referred to as the "Service Provider")

And

Portland PR Ltd an UK limited company, with its registered office in 239 Old Marylebone Road, London, NW1 5QT Company Number 04195041, represented by its Managing Partner Steve Morris duly empowered (hereinafter referred to as the "Service Recipient"),

(hereinafter collectively referred to as the "parties")

WHEREAS

- The Service Provider is a corporation engaged in the provision of PR and Communications Consultancy services;
- The Service Recipient is desirous to avail itself of the expertise and resources of the Service Provider;
- C. The Service Provider is willing to share its expertise and resources with the Service Recipient upon the terms and conditions hereinafter set forth;

Now, therefore in consideration of the mutual agreements set forth herein, the parties agree as follows:

1. Provision of Services

The Service Provider agrees to make available to The Service Recipient the following consultancy services on a continuing basis.

 provide consultancy support on the Service Recipient's clients as periodically agreed from time to time

2. Consideration for services

2.1 Determination of the consultancy fee

The Service Recipient will pay to The Service Provider a fee determined by the use of fees grids' and the Service Provider's ratecard and agreed between both parties.

The service fee will cover;

- Project fees as mutually agreed from time to time; and
- ii. Any associated third party expenses incurred in the provision of services

Project fees will be agreed from time to time and detailed in the template project form included at Appendix 1.

2.3 Payment terms

The Service Provider will invoice The Service Recipient on a Monthly basis.

Payment will be made in GBP or USD within 45 days of the invoice date, by way of bank transfer to the account so advised by The Service Provider.

2.4 Value added tax & sales taxes

The service fee referred to in 2.1 is exclusive of value added tax & sales taxes (hereafter referred to VAT / sales taxes) and to the extent the service fee is subject to VAT / sales taxes applicable in the country of The Service Recipient, it shall be paid by The Service Recipient, in addition to the service fee, to The Service Provider or the relevant tax authority.

Wherever possible The Service Provider will provide to The Service Recipient all the documentation required to enable The Service Recipient to recover any VAT /sales taxes paid hereunder from the relevant local tax authority.

2.5 Local tax (including local withholding taxes)

If the service fee referred to in 2.1 is subject to any local, regional, customs, or any other similar tax or levy (including local withholding taxes) in the jurisdiction of The Service Recipient (hereafter referred to as "Local Taxes"), such Local Taxes shall be paid by The Service Recipient in addition to the service fee, either to The Service Provider or the relevant local tax authority/office.

Wherever possible The Service Provider will provide to The Service Recipient all the documentation required to enable The Service Recipient to recover any Local Taxes paid hereunder from the relevant local tax authority/office.

3. Confidentiality

During the term of this Agreement, the Parties may from time to time share confidential information relating to their business either orally or in writing. The Parties agree to keep this information confidential and to disclose it only to members of its personnel who need to have knowledge of the information in connection with the performance of the services described therein.

The provisions of this article shall survive the termination of this agreement and will continue to be in effect after the termination of this agreement for all confidential information obtained by the Parties and its employees prior to such termination date.

4. <u>Duration</u>

This agreement shall be deemed to have effect from 1 January 2014 (hereafter referred to as the effective date). This agreement will terminate when either party provides the other with thirty days notice.

5. Performance of services

For the avoidance of doubt, it is hereby expressly provided that the personnel assigned by The Service Provider for the performance of the services pursuant hereto, shall at all times remain under the authority and supervision of The Service Provider and shall in no event be subject to the authority of The Service Recipient or be deemed to be employees of them.

6. Notices

All notices required or authorised to be given hereunder shall be in writing and shall be effective when sent by registered mail with acknowledgement of receipt requested to the other party at the address stated in the beginning of this agreement, or addresses as notified,

No Assignment

This agreement and any of the rights and obligations of The Service Provider hereunder cannot be assigned or transferred by The Service Provider, other than within the Omnicom group, or by operation of law, except with the written consent of The Service Recipient.

Miscellaneous

- The entire agreement between the Parties hereto is contained herein and this agreement cancels all prior agreements, oral or written, between the Parties hereto with respect to the subject matter hereof. The terms hereof may not be changed or amended except in writing and the failure by either of the Parties hereto to enforce any or all of the provision(s) of this agreement shall not be deemed a waiver or an amendment of the same. and shall not prevent future enforcement thereof.
- If any one or more provisions of this agreement are adjudged by a competent court to be invalid or unenforceable, this shall no way prejudice of effect the binding nature of this agreement as a whole, or the validity or enforceability of each and every other provision of this Agreement.

Governing Law

This agreement and any dispute shall be governed by the laws of England & Wales.

Any dispute arising between the Parties from interpretation or execution of any part of this agreement shall be submitted to the management of the Parties.

Where the persons above are unable to settle the dispute, it will be passed to the management of Omnicom Group Inc, and failing that to the courts of England & Wales for resolution as a last resort.

IN WITNESS THEREOF, the Parties have signed this agreement on 2nd January 2014 and caused it to be executed on the same day.

Service Provider

Portland PR Inc

SIGNED by Alexandra Farley, Chief

Financial Officer

Service Recipient

Portland PR Ltd

SIGNED by Steve Morris, Managing Partner

Appendix 1 Template Project Agreement

Project name:	[INSERT PROJECT NAME]
Portland project lead:	[ÎNSERT PORTLAND PR INC- PROJECT LEAD]
Start date:	[INSERT START DATE]
End date:	[INSERT END DATE]
Project fee:	[INSERT PROJECT FEE]
Payment schedule:	[INSERT PAYMENT SCHEDULE]
	[INSTALLMENT 1]
	[INSTALLMENT 2]

Project deliverables:

[INSERT PROJECT DELIVERABLE 2] [INSERT PROJECT DELIVERABLE 2]

Further to our Service Agreement of [insert final date of contract], Portland PR Ltd and Portland PR Inc agree that Portland PR Ltd provide consultancy services the details of which are outlined above.

Service Provider Portland PR Inc	Service Recipient Portland PR Ltd
SIGNED by [xxxxx]	SIGNED by [xxxx]
Date	Date

Project name:

Qatar - Other services (DC)

Portland project lead:

Toby Orr

Start date:

15th September 2014

End date:

31st December 2014

Either Party may terminate this Agreement at any time by written

notice.

After 31st December 2014 this Agreement shall continue at will

providing that either Party may terminate at any time.

Project fee:

\$39,250 per month

Payment schedule:

	Amount	Invoice	Payment
1 st Instalment (Sep)	\$19,265	15 th September 2014	Within 45 days of receipt of invoice
2 nd Instalment (Oct)	\$39,250	15 th October 2014	Within 45 days of receipt of invoice
3 rd Instalment (Nov)	\$39,250	15 th November 2014	Within 45 days of receipt of involce
4 th Instalment (Dec)	\$39,250	15 th December 2014	Within 45 days of receipt of invoice

Project deliverables:

DC office

- Counsel providing verbal and written advice to clients on all communications issues
- Stakeholder engagement facilitating, leading and attending meetings with policymakers and influencers
- Event participation and attendance attending and participating in events, receptions, hearings
- Writing drafting statements, News Releases, letters, briefings, addresses and speeches
- Media outreach contacting and briefing journalists
- Event management organising editorial boards, seminars, receptions, roundtables and other engagements
- Research identifying stakeholders and researching political, trade, diplomatic and policy issues
- Ad hoc services as required

Further to our Service Agreement of with an effective date of 1st January 2014, Portland PR Ltd and Portland PR Inc agree that Portland PR Inc will provide consultancy services the details of which are outlined above.

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Service Provider Portland PR Inc

SIGNED by Tim Allan, President

Sep. 12 2014

Date

Service Recipient Portland PR Limited

SIGNED by Steve Morris, Managing

Partner

Date

Project name:

Qatar - Political brief (DC)

Portland project lead:

Toby Örr

Start date:

15th September 2014

End date:

31st January 2015

Either Party may terminate this Agreement at any time by written

notice.

After 31st January 2015 this Agreement shall continue at will

providing that either Party may terminate at any time.

Project fee:

\$5,750 per month

Payment schedule:

	Amount	Invoice	Payment
1 st Instalment (Sep)	\$2,875	15 th September 2014	Within 45 days of receipt of invoice
2 nd Instalment (Oct)	\$5,750	15 th October 2014	Within 45 days of receipt of invoice
3 rd Instalment (Nov)	\$5,750	15 th November 2014	Within 45 days of receipt of invoice
4 th Instalment (Dec)	\$5,750	15 th December 2014	Within 45 days of receipt of invoice
5 th Instalment (Jan)	\$5,750	15 th January 2015	Within 45 days of receipt of invoice

Project deliverables:

. DC office - providing a weekly brief on relevant US political developments

Further to our Service Agreement of with an effective date of 1st January 2014, Portland PR Ltd and Portland PR Inc agree that Portland PR Inc will provide consultancy services the details of which are outlined above.

Service Provider Portland PR Inc

Service Recipient
Portland PR Limited

SIGNED by Tim Allan, President

SIGNED by Steve Morris, Managing

Partner

Date

Date

Project name:

Qatar - Engagement plan (NY)

Portland project lead:

Toby Orr

Start date:

1st July 2014

End date:

31st July 2014

Either Party may terminate this Agreement at any time by written

notice.

Project fee:

May - \$9,600

Payment schedule:

	Amount	Invoice	Payment
1 st Instalment (Jul)	\$11,580	15 th July 2014	Within 45 days of receipt of invoice

Project deliverables:

 New York office - developing media and stakeholder engagement plans for top US influencers

Further to our Service Agreement with an effective date of 1st January 2014, Portland PR Ltd and Portland PR Inc. will provide consultancy services the details of which are outlined above.

Service Provider Portland PR Inc

Service Recipient Portland PR Limited

SIGNED by Tim Allan, President

SIGNED by Steve Morris, Managing

Partner

Sep. 12 2019

Date

Ď

Project name:

Qatar - Political brief (NY)

Portland project lead:

Toby On

Start date:

1st September 2014

End date:

31st January 2015

Either Party may terminate this Agreement at any time by written

notice.

After 31st January 2015 this Agreement shall continue at will

providing that either Party may terminate at any time.

Project fee:

\$4,820 per month (and additional \$6,590 in

September)

Payment schedule:

• •			
	Amount	Invoice	Payment
1 st Instalment (Sep)	\$11,410	15 th September 2014	Within 45 days of receipt of invoice
2 nd Instalment (Oct)	\$4,820	15 th October 2014	Within 45 days of receipt of invoice
3 rd Instalment (Nov)	\$4,820	15 th November 2014	Within 45 days of receipt of invoice
4 th Instalment (Dec)	\$4,820	15 th December 2014	Within 45 days of receipt of invoice
5 th Instalment (Jan)	\$4,820	15 th January 2015	Within 45 days of receipt of invoice

Project deliverables:

New York office - providing a weekly brief on relevant US political developments

Further to our Service Agreement of with an effective date of 1st January 2014, Portland PR Ltd and Portland PR Inc agree that Portland PR Inc will provide consultancy services the details of which are outlined above.

Service Provider Portland PR Inc

Service Recipient
Portland PR Limited

SiGNED by Tim Allan, President

SIGNED by Steve Morris, Managing

Partner

Sep 12 2014

Date

Date